

STATE OF NORTH CAROLINA

COUNTY OF BUNCOME

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
16 EHR 11016

ASHEVILLE OIL COMPANY,

Petitioner,

v.

N.C. DEPARTMENT OF ENVIRONMENTAL
QUALITY, DIVISION OF WATER RESOURCES,

Respondent.

SETTLEMENT AGREEMENT

Petitioner Asheville Oil Company and Respondent North Carolina Department of Environmental Quality, Division of Water Resources ("DWR") hereby enter into this Settlement Agreement ("Agreement") in order to resolve a matter in controversy between them. This matter arose out of the issuance of a Civil Penalty Assessment in the amount of \$9,000.00 plus \$1,739.55 for enforcement costs ("CPA") (attached hereto as Exhibit A). The CPA was for alleged violations of N.C. Gen. Stat. §143-215.83 and 15A NCAC 02B.0211(12), as described in the Findings and Decision document attached to the CPA.

Without any hearing of fact or law in the above-styled matter, IT IS THEREFORE AGREED BY THE PARTIES THAT:

1. In order to avoid the cost and delay of further litigation, the parties have entered into this Agreement and have agreed that all parties have been correctly designated and that there is no question as to misjoinder or nonjoinder.
2. The Asheville Oil Company shall pay DWR \$4,500.00 plus \$1,739.55 in enforcement costs, an amount totaling \$6239.55 ("Settlement Amount"), in full settlement of all incidents and violations described in the CPA. The Settlement Amount shall be made in a lump sum payment due within thirty (30) calendar days of the execution of this Agreement. The payment shall be made by check and made payable to the "North Carolina Department of Environmental Quality" (or to "NC DEQ"), and delivered to the following address:

Steven Lewis
PERCS Unit
Division of Water Resources
1617 Mail Service Center
Raleigh North Carolina 27699-1617

3. Within fourteen (14) days of execution of this agreement by the parties, the Asheville Oil Company shall enter voluntary dismissal with prejudice of the Asheville Oil Company's Petition for Contested Case Hearing in the above captioned matter, 16 EHR 11016.
4. It is understood and agreed that payments made or actions taken pursuant to the terms of this Agreement are not to be construed as an admission of liability by the Asheville Oil Company, and that this Agreement is a compromise of disputed claims.
5. The parties agree that the consideration for this settlement is the promises contained herein and that this Agreement contains the whole agreement between them.

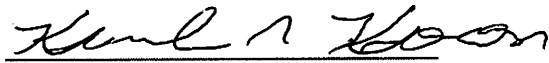
6. This Agreement shall be binding upon the parties, their successors and assigns, upon execution by the undersigned, who represent and warrant that they are authorized to enter into this Agreement on behalf of the parties hereto.
7. This Agreement shall be binding upon the parties and is entered into knowingly, intelligently, and voluntarily.

**RESPONDENT NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL
QUALITY, DIVISION OF WATER RESOURCES**

By: 
CRAIG A. BROMBY, Acting General Counsel, NC DEQ

Date: February 3, 2017

PETITIONER ASHEVILLE OIL COMPANY

By: 
KARL KOON, President, Asheville Oil Company

Date: FEBRUARY 14, 2017